GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT DATE

NO. 1 4/2/12

TO LEASE NO:

ADDRESS OF PREMISES: 5410 Fredericksburg Road San Antonio TX 78229-3555

THIS AGREEMENT, made and entered into this date by and between SO Wehren Holding Corporation Former Lessor and MJR-SA Legacy Oaks, LLC.

GS-07B-16847

whose address is 7622 Fisher Road Dallas, Texas 75214

hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government WHEREAS, the parties hereto desire to amend the above lease. The purpose of this Supplemental Lease Agreement Number GS-07B-16847 is to recognize the change in ownership of the above named leased space.

NOW THEREFORE, The parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, February 15th, 2012, as to the parties hereto on the date signed by the Contracting Officer, as follows:

- 1. MJR-SA Legacy Oaks, LLC, hereby assumes all the incomplete obligations of Lease GS-07B-16847, as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after February 15th, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16847 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
- The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.
- MJR-SA Legacy Oaks, LLC, Lessor waives all rights to payments under subject lease as against the Government arising prior to February 15th, 2012.
- SO Wehren Holding Corporation, Former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease after February 15th, 2012.
- 5. Notwithstanding the foregoing, all payments heretofore made by the Government to SO Wehren Holding Corporation and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on February 15th, 2012 and the rent payments from that date to the current date were paid to Former Lessor and both Lessor and Former Lessor waive rental claims stemming from those payments.
- MJR-SA Legacy Oaks, LLC Lessor, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to MJR-SA Legacy Oaks, LLC.

Continued on page 2 attached here to and made a part of SLA No.1 to Lease GS-07B-16847

GSA FORM 276 (JULY 67)

D.C.

7. Payee Address: 7622 Fisher Rd Dallas, TX 75214 The Lessor will submit the completed and signed GSA Form 3518, Representations and Certifications, which is part of this lease. All other items and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. امع, لبلاك By: I TECHAEL U, Years (Please print name below signature) Teresa Pauline Miler My Commission Expires (Title) Former Lessor: Authorized offer <u>SR. Administrati</u>ve Assl. Amy D'Neil **UNITED STATES OF AMERICA** General Services Administration 819 Taylor Street, Room 5C-18 Fort Worth, TX 76102-6105 Contracting Officer